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June 16, 2025

VIA ONLINE ELECTRONIC FILING

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

CERTIFIED MAIL (RETURN RECEIPT)

Mercer Global Advisors Inc.
1200 17th St., Suite 500
Denver, CO 80202

Mercer Global Advisors Inc.
c/o C T CORPORATION SYSTEM,
Agent for Service of Process
330 N Brand Blvd., Suite 700
Glendale, CA 91203

Re: Ramsey Zreik's Wage and Hour Claims Against Mercer Global Advisors Inc.

Dear California Labor and Workforce Development Agency and Mercer Global Advisors Inc.:

Please be advised that Ramsey Zreik ("Claimant") has retained our firm to represent him for various claims against his former employer, Mercer Global Advisors Inc. ("the Company").

This letter shall serve as Claimant's written notice to the California Labor and Workforce Development Agency ("LWDA") and to the Company of the alleged violations of the California Labor Code ("Labor Code") and applicable Industrial Welfare Commission ("IWC") Wage Orders that Claimant claims the Company committed against him and all other current and former employees of the Company who performed work in California during the relevant period. Claimant provides this written notice, which includes the facts and theories to support the violations alleged herein, in accordance with the Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2699.3.

Graham S.P. Hollis
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Claimant intends to file a civil action against the Company to enforce his rights under the Labor Code and to seek civil penalties and injunctive relief pursuant to the PAGA for the alleged violations. Pursuant to Labor Code section 2699(a), and by way of this notice, Claimant intends to represent himself and all Aggrieved Employees on behalf of the State of California.

BACKGROUND

Mercer Global Advisors Inc. is a Delaware corporation with its principal place of business in Denver, Colorado. Mercer Global Advisors Inc. is a wealth management firm, providing financial planning, investment, and tax preparation services at offices nationwide, including approximately 14 offices in California.

Claimant Ramsey Zreik was employed by the Company from approximately July 20, 2020 until January 6, 2025, as a Client Associate at the Company's Camarillo and Woodland Hills offices. As a Client Associate, Claimant provided administrative support to the Client Advisor team by scheduling meetings, processing paperwork, opening accounts, notarizing documents, and coordinating with other departments to fulfill customer needs.

Claimant typically worked Monday through Friday from 8:00 a.m. to 5:00 p.m., with occasional overtime. At all times during his employment, Claimant was classified as a non-exempt employee, earned an hourly wage plus non-discretionary bonuses and other incentive pay, and was paid on a bi-weekly basis.

Claimant alleges that the Company denied him and other Aggrieved Employees the specific rights afforded to them under the Labor Code and the applicable IWC Wage Order. Specifically, the Company failed to provide legally compliant meal periods and/or pay premium wages for non-compliant meal periods; failed to provide legally compliant rest periods and/or pay premium wages for non-compliant rest periods; failed to pay all minimum and/or regular wages; failed to pay all overtime wages; failed to timely pay all wages due and owing at the time of separation of employment and/or the required waiting time penalties; failed to furnish accurate itemized wage statements; failed to maintain accurate employment records; failed to reimburse for necessary business expenses; required employees to agree, in writing, to an unlawful non-compete agreement as a condition of employment; and engaged in retaliation.

All facts, allegations, and/or legal theories contained within this written notice are asserted on behalf of Claimant, all other Aggrieved Employees, and the State of California. The facts, allegations, and/or legal theories contained in this written notice are based on the information available at the time of this writing. Since Claimant's investigation is ongoing, Claimant reserves his right to assert any and all related facts, allegations, and/or theories of liability discovered after the sending of this written notice on behalf of himself, all other Aggrieved Employees, and the State of California against the Company and/or other persons that may be discovered after the sending of this written notice. Such other persons may include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of the Company, as well as those persons who caused and/or concurrently contributed to the various acts and/or admissions of each and every one of the others, including the Company, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in or ratified any or all of the acts and/or omissions complained herein, and those who were acting within the authority and/or scope of the Company. Claimant reserves the right to revise these facts and/or add any new allegations, or legal theories by amending this written notice and/or by adding facts, allegations, and/or legal theories to the civil complaint.

VIOLATIONS OF THE LABOR CODE AND APPLICABLE IWC WAGE ORDER

FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS AND/OR PAY PREMIUM WAGES FOR NON-COMPLIANT MEAL PERIODS

(Labor Code §§ 226.7, 512, 558, 1198, and the "Meal Periods" section of the Applicable IWC Wage Order)

The Company has a common practice of failing to provide legally compliant meal periods and/or pay premium wages for non-compliant meal periods at the proper rate of pay during employment. For instance, Claimant and other Aggrieved Employees were not relieved to take their meal periods due to insufficient coverage and demanding workloads. On several occasions, Claimant was forced to take late meal periods because he was speaking with a client, completing a notary, or performing other work tasks and there was no employee available to relieve him to take his meal period. During his monthly meetings with supervisor Brittany Doyle, Claimant would be reprimanded for taking late lunches, even after he voiced his concerns about being overworked and understaffed. Consequently, Claimant was forced to clock out for his meal periods by his fifth hour of work, regardless of whether he was actually able to take his meal period at that time, to avoid being reprimanded by his supervisor for taking late meal periods.

In addition, the Company would require Claimant and other Aggrieved Employees to clock out for their meal periods and attend a "working lunch" once per month, in which they discussed performance reports, future plans, client retention, and other work-related topics.

The Company knew or should have known that Claimant and other Aggrieved Employees were not provided with compliant meal periods, but nonetheless did not pay Claimant or other Aggrieved Employees with one-hour of premium wages at their regular rate of pay for each workday that a compliant meal period was not provided. The Company did not factor in the bonuses, incentives, and other non-discretionary pay paid to Claimant and other Aggrieved Employees into the regular rate of pay for purposes of calculating and paying meal period premiums, resulting in the underpayment of meal period premiums.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

FAILURE TO PROVIDE LEGALLY COMPLIANT REST PERIODS AND/OR PAY PREMIUM WAGES FOR NON-COMPLIANT REST PERIODS

(Labor Code §§ 226.7, 1198, and the "Rest Periods" section of the Applicable IWC Wage Order)

The Company has a common practice of not authorizing or permitting Claimant and other Aggrieved Employees to take 10-minute rest periods per every four-hour work period, or major fraction thereof. For instance, Claimant and other Aggrieved Employees were rarely, if ever, permitted to take a 10-minute rest period because there was no coverage or relief available; they were assigned workloads that precluded them from taking rest periods; and they were forced to prioritize customer needs over taking their rest periods.

The Company knew or should have known that Claimant and other Aggrieved Employees were not provided with compliant rest periods because Claimant voiced his concerns about being overworked and understaffed to his supervisor on several occasions. Nonetheless, the Company did not pay Claimant or other Aggrieved Employees with one-hour of premium wages at their proper regular rate of pay for each workday that a compliant rest period was not provided.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

FAILURE TO PAY ALL MINIMUM AND REGULAR WAGES

(Labor Code §§ 1194, 1194.2, 1197, 1197.1, 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of the Applicable IWC Wage Order)

The Company has a common practice of failing to pay Claimant and other Aggrieved Employees all minimum and/or regular wages owed for all time actually worked on behalf of the Company. For instance, Claimant and other Aggrieved Employees often worked during their meal periods due to insufficient coverage and demanding workloads, but were not compensated for this time. Claimant and other Aggrieved Employees would clock out for their meal periods and continue working to avoid being disciplined by supervisors for meal period violations. Moreover, the Company maintained an express policy of prohibiting Claimant and other Aggrieved Employees from working overtime, forcing them to work during their meal periods in order to keep up with their heavy workload without accruing overtime.

In addition to off-the-clock work during meal periods, Claimant and other Aggrieved Employees performed pre- and post-shift work duties without compensation. For instance, once per week, Claimant was required to drive to FedEx after his shift ended to drop off testate bindings after he completed notaries. Claimant performed these work duties while off-the-clock to avoid working overtime hours pursuant to the Company's policy.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

FAILURE TO PAY ALL OVERTIME WAGES
(Labor Code §§ 510, 558, 1194, 1198, and the "Hours and Days of Work" section of the Applicable IWC Wage Order)

The Company has a common practice of failing to pay Claimant and other Aggrieved Employees all overtime wages for all time worked in excess of eight hours per workday and/or 40 hours per workweek. For instance, Claimant and other Aggrieved Employees often worked through their meal periods and performed other off-the-clock work to meet their demanding workload on shifts that were eight or more hours in length, resulting in unpaid overtime wages.

Moreover, Claimant and other Aggrieved Employees earned bonuses, incentives, and other non-discretionary pay. The Company failed to include non-discretionary compensation in the regular rate of pay for purposes of calculating and paying overtime wages, resulting in the underpayment of overtime wages.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

FAILURE TO TIMELY PAY ALL WAGES DUE AND OWING UPON SEPARATION OF EMPLOYMENT AND/OR THE REQUIRED WAITING TIME PENALTIES
(Labor Code §§ 201, 202, and 203)

The Company has a common practice of failing to timely pay all wages due and owing at the time of separation and/or the required waiting time penalties. The Company failed to pay Claimant and other Aggrieved Employees for all time worked and all premium wages at the correct rate of pay for non-compliant meal and rest periods upon separation of employment. For instance, the Company did not immediately pay Claimant his owed minimum wages, overtime wages, and meal and rest period premium wages at separation of employment. Claimant has yet to be paid, and he has not received any waiting time penalties for the late payment of his wages.

The Company knew or should have known that Claimant and other Aggrieved Employees were not paid for all wages owed and/or knew or should have known that the meal and rest breaks provided were short, late, or interrupted as discussed herein. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself, all other Aggrieved Employees, and the State of California.

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
(Labor Code § 226 and the "Records" section of the Applicable IWC Wage Order)

The Company has a common practice of failing to furnish accurate itemized wage statements. The Company knowingly and/or intentionally failed to provide Claimant and other Aggrieved Employees with accurate itemized wage statements that comply with the requirements of the Labor Code because the wage statements did not, among other things, include the correct total regular and/or overtime hours worked, the correct amount of gross and/or net wages earned, and/or all applicable hourly rates and the corresponding number of hours worked at each hourly rate. The wage statements issued by the Company further failed to reflect meal and rest period premiums owed to Claimant and other Aggrieved Employees. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS
(Labor Code §§ 1174, 1174.5, and the "Records" section of the Applicable IWC Wage Order)

The Company has a common practice of failing to maintain accurate employment records. As set forth above, the Company violated its recordkeeping requirements by failing to accurately record employee hours actually worked including, but not limited to, the Company's failure to record the proper beginning and end of each work period, the meal periods, the total hours worked during the pay period, the correct rates of pay, and the wages earned and paid, among other things. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES
(Labor Code § 2802)

The Company has a common practice of requiring Claimant and other Aggrieved Employees to use their personal cell phones in the discharge of their job duties without reimbursement. Specifically, Claimant was required to use his personal cell phone to access a security app to enter his worksite, as well as an authentication app to use his work computer. Claimant was not provided reimbursement the use of his personal phone. Likewise, Claimant used his personal vehicle to drop off notarized documents at FedEx without reimbursement. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself, all other Aggrieved Employees, and the State of California.

REQUIRING UNLAWFUL NON-COMPETE AGREEMENT AS A CONDITION OF EMPLOYMENT
(Labor Code § 432.5)

The Company has a common pattern and practice of requiring Claimant and other Aggrieved Employees to agree, in writing, to terms and conditions of employment prohibited by California law. Specifically, the Company required Claimant and other Aggrieved Employees to sign an agreement entitled "Restrictive Covenant Agreement" ("RCA") that contains an unlawful non-compete provision. The RCA prohibits employees from soliciting or attempting to solicit any of the Company's clients for a two-year period following the termination of their employment. The RCA further establishes a non-rebuttable presumption that if an employee contacts any of the Company's clients after their termination, they misused the Company's confidential information in doing so. The "Confidentiality Covenant" provision in the RCA, which defines the information that the Company deems to be confidential, is broadly worded and not limited to the protection of the Company's trade secrets or other proprietary information. Rather, it unlawfully restricts competition by prohibiting employees from using the Company's supplier contact information and computer hardware following their termination—general information that would be undoubtedly necessary to practice their profession. Thus, the "Confidentiality Covenant" acts as a de facto non-compete agreement.

The RCA is in clear violation of California Business & Professions Code sections 16600 and 16600.5 because it prevents Claimant and other Aggrieved Employees from practicing their profession following termination. The Company's non-solicitation provision is more restrictive than non-competes deemed to be unlawful in cases such as *Edwards v. Arthur Andersen LLP*, 44 Cal. 4th 937, 945-46 (2008). Indeed, at least one court in California, and at least one arbitrator, has previously determined that the Company's RCA contains invalid non-compete agreements under section 16600.

The Company has actively enforced the RCA to dissuade former employees from soliciting its clients in violation of California law. Upon termination, Claimant and other Aggrieved Employees are provided a letter from the Company's corporate counsel, warning them that the Company will pursue legal action if they solicit the Company's clients. The Company has also filed lawsuits against several former employees to enforce the terms of its illegal non-compete agreement.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself, all other Aggrieved Employees, and the State of California.

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RETALIATION
(Labor Code § 1102.5)

The Company has a common pattern and practice of engaging in retaliation against Claimant and other Aggrieved Employees in violation of Labor Code section 1102.5. For instance, the Company retaliated against Claimant because he is the family member of a person who has, or is perceived to have, engaged in protected activity. Claimant's cousin and former employee of the Company, Alan Charles Hewitt, was sued by the Company in May of 2023 for allegedly soliciting the Company's clients in violation of the RCA. Around this time, the Company held a meeting in which one of the managing directors informed all employees at Claimant's office that Claimant's cousin was being sued by the Company for "stealing customers." After the meeting, Claimant's supervisor Stewart Shrader began mistreating Claimant, including making derogatory and belittling statements about Claimant during meetings. Mr. Shrader also made unsupported complaints about Claimant and his work performance to Brittany Doyle, the Director of Client Services, who would then reprimand Claimant based on Mr. Shrader's criticisms. Prior to the meeting concerning the lawsuit against Mr. Hewitt, Plaintiff had received positive performance reviews.

In or around November 1, 2024, Alan Charles Hewitt prevailed on a motion for summary judgment on the majority of the claims the Company filed against him, including a finding that the RCA was unenforceable. Shortly after this, on November 19, 2024, Claimant was put on a Performance Improvement Plan ("PIP")—the first time in Claimant's 5-year employment that he received a negative performance review. The PIP formalized Mr. Shrader's and Ms. Doyle's exaggerated or falsified complaints against Claimant. Claimant refused to sign the PIP and made a formal complaint of harassment the next day. The Company's corporate counsel contacted Claimant on December 4, 2024 to set up an interview to discuss Claimant's complaint. Claimant explained that he was unable to schedule an interview at that time because he was dealing with urgent client matters that needed to be completed by year-end. Rather than find a date that worked for Claimant in the new year, the Company terminated the investigation process after just two weeks. On January 6, 2025, Claimant was terminated for refusing to sign the PIP and for failing to comply with the Company's inflexible investigative process.

Claimant's PIP and termination was in retaliation for his cousin Alan Charles Hewitt's refusal to abide by the terms of an illegal non-compete agreement. On information and belief, other Aggrieved Employees have been retaliated against by the Company for refusing to abide by the terms of the illegal RCA or otherwise engaging in protected activity. The Company has a pattern and practice of filing lawsuits against Aggrieved Employees for refusing to comply with the RCA, which violates state law. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself, all other Aggrieved Employees, and the State of California.

CIVIL PENALTIES AND INJUNCTIVE RELIEF FOR VIOLATIONS OF THE LABOR CODE AND THE APPLICABLE IWC WAGE ORDER

(Labor Code §§ 558(a), 1102.5(f)(1), 1174.5, 1197.1, 2699(f)(2), and 2699(k)(1))

Labor Code section 558(a) subjects an employer or any person acting on behalf of an employer who violates, or causes to be violated Labor Code sections 500-558, or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty of $50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and $100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

Labor Code section 1102.5(f)(1) subjects an employer to a civil penalty not exceeding ten thousand dollars ($10,000) per employee for each violation of this section to be awarded to the employee who was retaliated against.

For violations of Labor Code section 1174 subdivisions (c) and (d), Labor Code section 1174.5 imposes a civil penalty of $500 for any willful violation.

Labor Code section 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to sections 203 as follows:

> (1) For any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.

For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code section 2699(f)(2) imposes a civil penalty of $100 per pay period, per employee, except for violations of Labor Code section 226(a), and $200 per pay period, per employee if either of the following are met: (a) an agency or court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful within the five years preceding the alleged violation, or (b) the court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive.

The civil penalty is $50 for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

Labor Code section 2699(f)(2)(A) provides that for violations of Labor Code section 226, if the violation is a violation of paragraphs (1) to (7) or (9) of subdivision (a) of Section 226 then the civil penalty is $25 per pay period per employee if the employee could promptly and easily determine the information specified in subdivision (a) of Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226, the civil penalty is $25 for each aggrieved employees per pay period if the employee would not be confused or misled about the correct identity of their employer.

Labor Code section 2699(k)(1) provides that an aggrieved employee may be awarded injunctive relief in a civil action.

As set forth above, the Company violated the Labor Code and the applicable IWC Wage Order by failing to: provide legally compliant meal periods and/or pay premium wages for non-compliant meal periods; provide legally compliant rest periods and/or pay premium wages for non-compliant rest periods; pay all minimum and/or regular wages; pay all overtime wages; timely pay all wages due and owing at the time of separation of employment and/or the required waiting time penalties; furnish accurate itemized wage statements; maintain accurate employment records; reimburse for necessary business expenses; requiring employees to agree, in writing, to an unlawful non-compete agreement as a condition of employment; and engaging in retaliation. The Company must also be enjoined from engaging in the violations of law described herein. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

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ATTORNEYS' FEES AND COSTS FOR VIOLATIONS OF THE LABOR CODE AND THE APPLICABLE IWC WAGE ORDER

(Labor Code §§ 218.5, 226(e)(1), 1102.5(j), 1194, 2802, and 2699(k)(1))

Labor Code sections 218.5, 226(e)(1), 1102.5(j), 1194, 2802, and 2699(k)(1) among others, give employees, such as Claimant, the right to recover in a civil action reasonable attorneys' fees and costs.

Under Labor Code section 2699(k)(1), an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorney's fees and costs. Moreover, pursuant to Labor Code section 2699(m), any civil penalties recovered by aggrieved employees shall be distributed as follows: 65% to the LWDA and 35% to the aggrieved employees.

Accordingly, the Company is liable for attorneys' fees and costs. Claimant has already incurred actual damages, costs, and attorney's fees, and he will continue to incur such costs as a result of the Company's unlawful actions. Claimant will pursue all available remedies against the Company, including those provided under the PAGA, on behalf of himself, all other Aggrieved Employees, and the State of California to the extent permitted by California law for the violations described herein and those that may be later discovered.

CONCLUSION

Based on the foregoing, the Company has violated, and will continue to violate, the Labor Code and the applicable IWC Wage Order, thereby depriving Claimant and other Aggrieved Employees of the rights and protections afforded to them. By submitting this written notice, Claimant has satisfied the prerequisites of the PAGA to serve as a representative of all Aggrieved Employees, the general public, and the State of California. Accordingly, if the LWDA declines to intervene or act within the time prescribed by the PAGA, Claimant may elect to initiate and/or amend a civil action, on behalf of himself, all other Aggrieved Employees, and the State of California, as permitted by the PAGA.

Sincerely,

Allison E Schubert

Allison E. Schubert